

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re: ) Chapter 11  
LEHMAN BROTHERS HOLDINGS, INC. ) Case No. 08-13555 (JMP)  
Debtor. ) (Jointly Administered)  
-----X

**NOTICE OF PARTIAL TRANSFER OF CLAIM  
PURSUANT TO FRBP RULE 3001(e)(2)**

1. TO: **DEUTSCHE LUFTHANSA AKTIENGESELLSCHAFT** ("Transferor")  
c/o Baker & McKenzie LLP  
1114 Avenue of the Americas  
New York, New York 10036  
Contact: Ira Reid  
Telephone: 212-891-3976  
Email: ira.a.reid@bakernet.com

2. Please take notice that the transfer in the amount of \$108,202,383.62, of your claim against LEHMAN BROTHERS HOLDINGS, INC. Case No. 08-13555 (JMP) arising from and relating to Claim No. 14088 (attached in Exhibit A hereto), which amends No. 4104, has been transferred to:

**GOLDMAN SACHS LENDING PARTNERS LLC** ("Transferee")  
c/o Goldman, Sachs & Co.  
30 Hudson Street, 36th Floor  
Jersey City, NJ 07302  
Fax: 212-428-1243  
Contact: Andrew Caditz  
Phone: 212-357-6240  
Email: Andrew.Caditz@gs.com

An evidence of transfer of claim is attached hereto as Exhibit B. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee at the instructions attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court  
Southern District of New York  
Attn: Clerk of Court  
Alexander Hamilton Custom House  
One Bowling Green  
New York, NY 10004-1408

-- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.**

-- Refer to **INTERNAL CONTROL NO.** \_\_\_\_\_ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

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**FOR CLERK'S OFFICE USE ONLY:**

This notice was mailed to the first named party, by first class mail, postage prepaid on \_\_\_\_\_, 2005.

INTERNAL CONTROL NO. \_\_\_\_\_


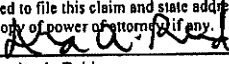
Copy: (check) Claims Agent \_\_\_\_ Transferee \_\_\_\_ Debtor's Attorney \_\_\_\_

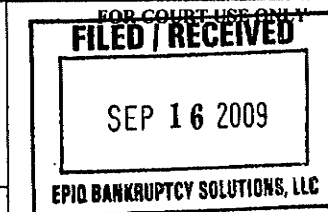
\_\_\_\_\_  
Deputy Clerk

**EXHIBIT A**

**PROOF OF CLAIM**

Subject to Future Amendment

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>PROOF OF CLAIM</b>  Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000014088  	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	<b>THIS SPACE IS FOR COURT USE ONLY</b>	
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.	Case No. of Debtor 08-13555 (JMP)		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Deutsche Lufthansa AG c/o Baker & McKenzie LLP 1114 Avenue of the Americas New York, NY 10036 Attention: Ira A. Reid, Esq.  Telephone number: (212) 891-3976 Email Address: ira.a.reid@bakernet.com		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: <u>4104</u> (If known)  Filed on: <u>May 5, 2009</u>	
Name and address where payment should be sent (if different from above) Deutsche Lufthansa AG von-Gablenz-Strasse 2-6 50679 Cologne Germany Attention: Stefan Kueper Telephone number: +49 69 6 96 9 27 97 Email Address: stefan.kueper@dlh.de		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed: \$ 108,202,383.62 plus accrued and accruing interest, expenses and costs,*</b> If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. permitted by contract or law. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b> <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is based on a Derivative Contract or Guarantee.			
<b>2. Basis for Claim: Guarantee of Lehman Brothers Holdings Inc. dated 4 August 2006 in respect of all amounts payable</b> (See instruction #2 on reverse side.) under the Master Agreement dated 1 August 2006.			
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)			
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> N/A Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
<b>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____</b> (See instruction #6 on reverse side.) N/A			
<b>7. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>8. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: To be uploaded with Questionnaire per Bar Date Order			
Date: 9/15/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. By:  Baker & McKenzie LLP, as authorized representative and attorney-in-fact Ira A. Reid		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			



**Attachment to Deutsche Lufthansa AG**  
**Proof of Claim**

Prior to the September 15, 2008 commencement of the chapter 11 case (the "Petition Date"), Deutsche Lufthansa Aktiengesellschaft ("Lufthansa") entered into an Master Agreement for Financial Derivative Transactions, dated as of August 1, 2006 (the "Master Agreement"), with Lehman Brothers Commodity Services Inc. ("LBCSI"). A copy of the Master Agreement is being uploaded together with the Derivatives Questionnaire required under the Claims Bar Date Order entered by the Court on July 2, 2009. The obligations of LBCSI under the Master Agreement were guaranteed by Lehman Brothers Holdings Inc. ("LBHI") pursuant to a Guarantee of Lehman Brothers Holdings Inc. dated as of August 4, 2006 (the "Guarantee"). A copy of the Guarantee is being uploaded together with the Derivatives Questionnaire required under the Claims Bar Date Order entered by the Court on July 2, 2009. Market quotation data listing the individual transactions entered into under the Master Agreement and the replacement cost for each such transaction as of the Petition Date (collectively, with the Master Agreement and the Guarantee, the "Supporting Documentation") is being uploaded together with the Derivatives Questionnaire required under the Claims Bar Date Order entered by the Court on July 2, 2009.

As of the Petition Date, Lufthansa possesses a claim against LBHI under the Guarantee, in the amount of \$108,202,383.62, plus accrued interest and professional fees to the extent permitted by contract and applicable law (the "Claim"). The Claim represents all amounts due and payable by LBCSI in connection with the Master Agreement, based on the cost of replacement transactions which provide performance of all of LBCSI's obligations under the Master Agreement. The cost of substitute performance has been calculated as of the Petition Date, on which date the Master Agreement was automatically terminated under Section 7(2) thereof.

The Supporting Documentation is submitted in support of the Claim in lieu of the trade confirmations and related documentation for each terminated transaction executed under the Master Agreement. Those documents are available and will be produced by Lufthansa, to the extent it becomes necessary. The documents are voluminous and the Debtor has copies of each such document.

The Claim asserted herein is subject to future amendment, including after the claims bar deadline.

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DATE

TIME

**EXHIBIT B**

**EVIDENCE OF TRANSFER OF CLAIM**

Execution Version

**Counterparty/Guarantor in US Insolvency Proceedings**

**Form of Notice to be Filed with Bankruptcy Court**

**EVIDENCE OF TRANSFER OF CLAIM**

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For value received, the adequacy and sufficiency of which are hereby acknowledged, Deutsche Lufthansa Aktiengesellschaft (the "Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman Sachs Lending Partners LLC (the "Assignee") all right, title, interest, claims and causes of action in and to, or arising under or in connection with, the Assignor's general unsecured claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code) against Lehman Brothers Holdings Inc. (the "Debtor"), the debtor and debtor-in-possession in the Chapter 11 reorganization case entitled, In re Lehman Brothers Holdings Inc., Chapter 11, Case No. 08-13555 (JMP) (Jointly administered), pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), in the amount of \$108,202,383.62 (the "Claim").

The Claim number is 14088 (which amends No. 4104).

The Assignor hereby waives any objection to the transfer of the Claim to the Assignee on the books and records of the Debtor and the U.S. Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be prescribed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the U.S. Bankruptcy Code, applicable local bankruptcy rules or applicable law. The Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to the Assignor transferring to the Assignee the Claim and recognizing the Assignee as the sole owner and holder of the Claim. The Assignor further directs each Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Claim, and all payments or distributions of money or property in respect of the Claim, shall be delivered or made to the Assignee.

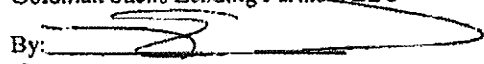
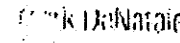
IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM IS EXECUTED THIS  
2 day of October 2009.

Deutsche Lufthansa Aktiengesellschaft

By:   
Name:  
Title:



Goldman Sachs Lending Partners LLC

By:   
Name:   
Title:



**EXHIBIT C**

**Address for Notices:**

Goldman Sachs Lending Partners LLC  
30 Hudson Street, 36th Floor  
Jersey City, NJ 07302  
Fax: 646-769-7700  
Group Email: ficc-lstops-ny@gs.com

Financials, Amendments, Credit Documentation, Voting:  
Primary Email : gsd.link@gs.com  
30 Hudson Street, 36th Floor  
Jersey City, NJ 07302  
Fax: 212-428-1243  
Contact: Andrew Caditz  
Phone: 212-357-6240  
Email: Andrew.Caditz@gs.com

**Wire Instructions:**

ABA #: 021000089  
BANK NAME: CITIBANK  
CITY: NEW YORK  
A/C: 30581483  
ENTITY NAME: GOLDMAN SACHS LENDING PARTNERS, LLC  
Ref: Lehman from Lufthansa  
Attn: Bank Loan Operations